

# AGENDA

## Lake Park Town Commission

Town of Lake Park, Florida

## Regular Commission Meeting

Wednesday, December 15, 2004 at 7:30 p.m.

Lake Park Town Hall

535 Park Avenue

Paul Castro	—	Mayor
G. Chuck Balius	—	Vice Mayor
Paul Garretson	—	Commissioner
Jeff Carey	—	Commissioner
Edward Daly	—	Commissioner
Paul Carlisle	—	Interim Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Stephanie Thomas	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL

**COMMISSION WILL NOW RECESS THE REGULAR COMMISSION MEETING AND GO INTO AN ATTORNEY-CLIENT SESSION; AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE REGULAR COMMISSION MEETING, ESTIMATED TIME 8:15 pm**

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATIONS

- Presentation by the Lake Park Community Partnership Program.
- Presentation by the American Cancer Society on the Relay for Life event.

G. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. CONSENT AGENDA All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

**For Approval:**

1. Commission Meeting Minutes from November 17, 2004.
2. Joint Commission Meeting with the City of Palm Beach Gardens from August 16, 2004.
3. Consensus to Dispose of Dumpsters as Scrap Metal.

→TAB 1

I. ORDINANCES ON FIRST READING

4. ORDINANCE NO. 27-2004-Maintenance of Private Property

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 14, ARTICLE I OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, TO CREATE SECTION 14-4 TO BE ENTITLED "MAINTENANCE OF PRIVATE PROPERTY;" PROVIDING FOR THE REGULATION OF THE GROWTH AND ACCUMULATION OF VEGETATION AND DEBRIS ON PRIVATE PROPERTIES WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

→TAB 2

5. ORDINANCE NO. 28-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE V OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, SECTION 32-89 ENTITLED "SUPPLEMENTAL PARKING REQUIREMENTS" TO CHANGE THE REQUIRED PARKING FOR MARINE FACILITIES FROM ONE AND HALF (1.5) SPACES PER WET SLIP TO ONE (1) SPACE PER TWO (2) WET SLIPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

→TAB 3

J. RESOLUTIONS

6. RESOLUTION NO. 58-12-04-Lease for Sanitation Trucks

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL, LLC; AUTHORIZING A LEASE OF ONE RECYCLE TRUCK, ONE PICKUP TRUCK, ONE VAN, ONE FRONT LOADER AND ONE MOWER THEREUNDER; AUTHORIZING THE EXECUTION OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO COMPLETE THE TRANSACTIONS CONTEMPLATED HEREBY; AND PROVIDING AN EFFECTIVE DATE.

→TAB 4

7. Resolution 59-12-04-Employee Assistance Program Agreement

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE FISCAL YEAR 2005 CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. EMPLOYEE ASSISTANCE PROGRAM AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

→TAB 5

L. DISCUSSION AND POSSIBLE ACTION

8. Consensus to Authorize the Mayor to Execute the Agreement between the Town of Lake Park and Palm Beach County for the Storm Water System at the Lake Park Harbor Marina.

→TAB 6

9. Community Redevelopment Agency ("CRA") Emergency Bridge Loan Program Application Form.

→TAB 7

M. COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

N. ADJOURNMENT

The Community Family Partnership is a program administered by the Palm Beach County Health Care District and would like to recognize the Town of Lake Park for its assistance in creating a successful program. The organization has an office within the Recreation Station.

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: October 20, 2004

Agenda Item No.

- ☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☐ RESOLUTION

☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM


☐ CONSENT AGENDA

☒ Other:

**SUBJECT:** Presentation by the American Cancer Society to host the annual Relay For Life overnight celebration.

**RECOMMENDED MOTION/ACTION:** Consensus to allow The American Cancer Society to host the 2005 Relay for Life in Kelsey Park.

**Approved by Town Manager**  **Date:** 12/10/04

<b>Originating Department:</b> Clerks Office	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Memo
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <u>ST </u> <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>XX</u> or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:**

In 2004 the Lake Park Town Commission afforded the American Cancer Society with the opportunity to host its first annual Relay For Life overnight celebration. The event was successful and therefore the American Cancer Society would like to host the event in Kelsey Park once again.



## It's not your ordinary slumber party!

The American Cancer Society's Relay For Life is a unique overnight celebration of life in honor and in memory of those touched by cancer. The funds it raises help fight the disease through research, education, advocacy and patient services.

Relay For Life has been described as a "huge compassionate support group" because it brings friends, families and loved ones together to honor those who are surviving cancer and to remember those who have lost their battle.

For 18 to 24 hours, teams of 10 - 15 people walk, jog or run around local tracks or pathways at school football fields, fairgrounds and parks. Each team member raises \$100 or more through donations to help the American Cancer Society provide *Hope* for the future. *Progress* toward a cure and *Answers* to cancer questions and concerns.

Relay For Life is the ultimate community event that everyone can participate in, from the very young to the most senior of seniors. From the opening lap, led by cancer survivors, to the emotional candle-lighting ceremony and the triumphant final lap, Relay For Life is an experience that participants will always remember!

*"It is not in the past that the glories of the Relay For Life lie, but in the possibilities it has created for the future."*

- Dr. Gordon Klatt, founder of Relay For Life

### Camp Out For A Cure!

A festive atmosphere sets the tone in "Tent City." Relay For Life participants set up camp, make new friends, catch up with old ones, enjoy local entertainment, play games, share experiences and get a little shut-eye between laps.

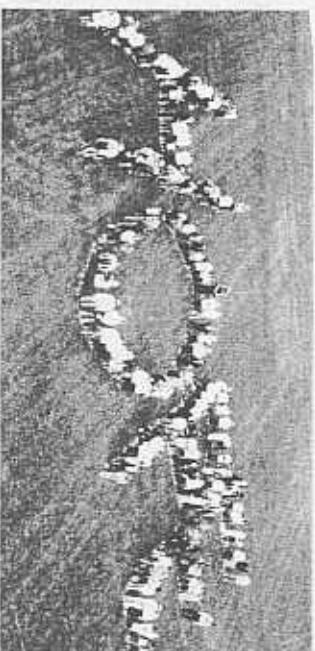
### Light The Night



You'll have the opportunity to recognize your loved ones during the luminaria ceremony. Lighted luminaria purchased in memory of those who lost their battle to cancer or in honor of those who are surviving cancer are decorated with names and photos. Placed around the walking area, they light the way for walkers throughout the night.

### On The Right Track

The money raised at Relay For Life benefits the American Cancer Society's programs of cancer research, education, advocacy and services.



**Cancer questions?**  
1-800-ACS-2345 • [www.cancer.org](http://www.cancer.org)

## Request Form

### Check all that apply

- ☐ Yes! I'll form a Relay For Life team! Please contact me.
- ☐ Yes! I'll volunteer to serve on the committee.
- ☐ Yes! I'd like to be invited to the survivor lap.
- ☐ Yes! I'd like to be an event sponsor.
- ☐ I cannot participate, but would like to make a tax-deductible donation of \$ \_\_\_\_\_
- ☐ Cash
- ☐ Check  
(made payable to the American Cancer Society)
- ☐ Credit Card:  
Visa ☐ AMEX ☐ MasterCard ☐ Discover ☐
- Account Number: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_
- Signature: \_\_\_\_\_

*Please Print*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone (w): \_\_\_\_\_  
Phone (h): \_\_\_\_\_  
Email: \_\_\_\_\_

For internal office use only:  
Lawson code: \_\_\_\_\_

# TAB 1

## CONSENT AGENDA





**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: December 15, 2004

Agenda Item No.

- ☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☐ RESOLUTION

☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☒ CONSENT AGENDA

☐ Other:

**SUBJECT:** Regular Commission Meeting Minutes of November 17, 2004 & the Joint Commission Meeting with the City of Palm Beach Gardens from August 16, 2004.

**RECOMMENDED MOTION/ACTION:** Approval of the Regular Commission Meeting Minutes from November 17, 2004 and the Joint Commission Meeting with the City of Palm Beach Gardens from August 16, 2004, 2004 with corrections and/or deletions to the transcribed text.

Approved by Town Manager

*[Signature]*

Date: 12/10/04

<b>Originating Department:</b> Clerks Office	Costs: \$ n/a Funding Source: Acct. #	<b>Attachments:</b> Minutes
<b>Department Review:</b> <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>[Signature]</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ N/A Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <input checked="" type="checkbox"/> or Not applicable in this case _____: Please initial one.

**Summary Explanation/Background:** N/A

**Minutes  
Town of Lake Park, Florida  
Regular Commission Meeting  
November 17, 2004 7:30 p.m.  
Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, November 17, 2004 at 7:30 PM. Present were Mayor Castro, Vice Mayor Balius, Commissioners Carey, Daly and Garretson, Town Attorney Thomas J. Baird, Interim Town Manager Paul Carlisle and Town Clerk Stephanie Thomas.

Paul Castro led the Invocation.

Vice Mayor Balius led the Pledge of Allegiance.

Town Clerk Stephanie Thomas performed the Roll Call.

**ADDITIONS/DELETIONS**

Mayor Castro requested to pull Item L-9 Town Employee Pay Ranges. Mayor Castro recommended that an investigation be conducted by staff to determine what the comparable municipalities employee pay ranges are. In addition to the investigation, Mayor Castro would like to have the item return before the Commission once a new Town Manager has been hired.

**Motion:**     **A motion was made by Commissioner Garretson to approve the November 17, 2004 Agenda. Commissioner Carey made the second.**

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Carey	X		
Commissioner Daly	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0.

**CONSENT AGENDA**

Regular Commission Meeting Minutes of October 25, 2004 and November 3, 2004.

**Motion:** A motion was made by Commissioner Garretson to approve the Regular Commission Meeting Minutes of October 25 and November 3, 2004. Vice Mayor Balius made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Vice-Mayor Balius	X		
Commissioner Carey	X		
Commissioner Daly	X		
Mayor Castro	X		

Motion passed 5-0.

#### **PUBLIC COMMENTS**

The following person(s) addressed the Commission:  
None.

#### **ORDINANCES ON FIRST READING**

##### **Ordinance 24-2004-Canopy Ordinance**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE I AND V OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; PROVIDING FOR THE AMENDMENT OF SECTION 32-2 ENTITLED "DEFINITIONS" TO ADD A DEFINITION OF "FREESTANDING CANOPY;" PROVIDING FOR THE CREATION OF SECTION 32-95 TO BE ENTITLED "FREESTANDING CANOPY" RESTRICTING THE ERECTION OF SUCH CANOPIES IN RRESIDENTIAL ZONING DISTRICTS AND TO REQUIRE A BUILDING PERMIT FOR SUCH CANOPIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Town Manager Paul Carlisle gave a brief summary on the Ordinance. He stated that the Planning and Zoning Board did not approve the Ordinance due to the strict requirements. The general feeling among the Commission is that Ordinance 24-2004 is unnecessary, and that it does not provide further definition or clarification as it pertains to the Code.

**Motion:** A motion was made by Commissioner Garretson to approve Ordinance 24-2004. Commissioner Carey made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Carey	X		
Vice-Mayor Balius		X	
Commissioner Daly		X	
Mayor Castro		X	

Motion failed 2-3.

**Ordinance 25-2004-Maintenance Standards for private swimming pools.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 27, ARTICLE I, TO CREATE SECTION 27-5 ENTITLED "MAINTENANCE OF SWIMMING POOLS" REQUIRING THE MAINTENANCE OF SWIMMING POOLS ON PRIVATE PROPERTY WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interim Town Manager Paul Carlisle provided a brief explanation of Ordinance 25-2004. He stated that the purpose of the Ordinance is to regulate the safe keeping and maintenance of pools.

**Motion:** A motion was made by Commissioner Daly to approve Ordinance 25-2004. Commissioner Carey made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Vice-Mayor Balius	X		
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Mayor Castro	X		

Motion passed 5-0.

## **ORDINANCES ON SECOND READING**

### **PUBLIC HEARINGS:**

#### **Ordinance 22-2004 Education Advisory Board**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, CHAPTER 2, ARTICLE IV, DIVISIONS 1 AND 2, AMENDING SECTION 2-57 ENTITLED "MEMBERSHIP ON CERTAIN BOARDS AND COMMITTEE TERMINATED FOR MISSING MEETINGS; FILLING OF VACANCIES;" REPEALING SECTION 2-63 ENTITLED "DECLARATION OF LEGISLATIVE INTENT, PURPOSE"; REPEALING SECTION 2-64 ENTITLED "DUTIES AND RESPONSIBILITIES;" REPEALING SECTION 2-65 ENTITLED "QUALIFICATION AND TERMS OF OFFICE OF THE BOARD"; REPEALING SECTION 2-66 ENTITLED "ELECTION OF BOARD OFFICERS, QUORUM, COMPLIANCE WITH "SUNSHINE LAW"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing Opened.

No speakers.

Public Hearing Closed.

**Motion:** A motion was made by Vice Mayor Balius to approve Ordinance 22-2004. Commissioner Garretson made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Vice-Mayor Balius	X		
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Mayor Castro	X		

Motion passed 5-0.

## **RESOLUTIONS**

### **RESOLUTION 52-11-04-Florida Inland Navigation District Agreement (FIND)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE PROJECT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE LAKE

**SHORE PARK SEAWALL REPLACEMENT; AND PROVIDING AN EFFECTIVE DATE.**

Interim Town Manager indicated that the Town applied and was approved for a grant in the amount of \$187,000.00 that would assist with the restoration of the seawall at Lake Shore Park. Interim Town Manager Paul Carlisle indicated that the landscaping will be completed under separate funding.

**QUASI-JUDICIAL PUBLIC HEARING(S): RESOLUTIONS**

**Declarations of ex-parte communications**

The following members of the Town Commission declared the following exparte communications:

Commissioner Carey	None
Commissioner Daly	Reviewed information concerning the project with Interim Town Manager Paul Carlisle.
Commissioner Garretson	Spoke with Interim Town Manager Paul Carlisle.
Vice Mayor Balius	Spoke with the applicant regarding the project and with Interim Town Manager Paul Carlisle regarding fees.
Mayor Castro	Spoke with Interim Town Manager Paul Carlisle regarding deferring the Agenda Item.

Interim Town Manager Paul Carlisle stated that there was not sufficient time to review the information that the applicant had submitted. While reviewing the information, staff determined that the information was also incomplete; therefore staff recommended a continuation of the item to the Regular Commission Meeting of December 1, 2004. The Commission stated that they support the project. The Town Commission directed Interim Town Manager Paul Carlisle to investigate the cost recovery fees.

**Public Hearing opened**

*Diane Munroe, Hawthorne Drive, inquired about the meeting.*

*Richard Ahrens, Kinetic Road, made comments regarding growing fees and cost of delaying the One Park Place project.*

**Public Hearing closed.**

**RESOLUTION 11-03-04**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN FOR A MIXED-USE DEVELOPMENT OWNED BY ONE PARK AVE, LLC KNOWN AS ONE PARK PLACE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF PARK AVENUE AND 9<sup>TH</sup> STREET, WITHIN THE PARK AVENUE DOWNTOWN ZONING DISTRICT (PADD);**



**Motion:** A motion was made by Commissioner Garretson for continuation of the One Park Place discussion to the December 1, 2004 Regular Commission Meeting. Balius made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0.

## DISCUSSION AND POSSIBLE ACTION

### *Disaster Relief Funding Agreement*

Interim Town Manager Paul Carlisle indicated that the Disaster Relief Funding Agreement has to be approved in order for the Town to receive reimbursement funds from the Federal Emergency Management Agency. As a result of the damage that was caused by Hurricanes Frances and Jeanne, the Town is expected to receive between \$400,000.00 and \$500,000.00 in reimbursement funds.

### *Salary for Mayor and Members of the Town Commission.*

Mayor Castro stated that the Commission plans to look into the employees an increase in salary and will make it retro active if deemed necessary at the time of the increase. Mayor Castro indicated that he would like to see a more detailed investigation as it pertains to municipalities that are comparable to the Town of Lake Park, in population and cost of living. Commissioner Garretson recommended that in requesting the investigation he would also like to see what other comparable municipalities are providing for employee benefits.

**Motion:** A motion was made by Commissioner Garretson accept the Florida League of Cities average estimated salary for Commissioners in the comparable municipalities in the amount of \$9,380.00 and \$10,000.00 for the Mayor. Vice Mayor Balius made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		

Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro		X	

Motion passed 4-1.

***Consensus to draft a Resolution requesting the State of Florida to conduct a Full Investigation of Florida Power and Light (FPL).***

Mayor Castro recommended adding verbiage in the Resolution that would also request to look into the maintenance practices and also to ensure that the work that was completed after the hurricanes meets the standard requirements of FPL.

**Motion:** A motion was made by Vice Mayor Balius to direct staff to draft a Resolution requesting the State of Florida to conduct a full investigation of FPL practices. Commissioner Daly made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Vice Mayor Balius	X		
Commissioner Daly	X		
Commissioner Carey	X		
Commissioner Garretson	X		
Mayor Castro	X		

Motion passed 5-0.

***Lowe's Home Improvement Store Special Event Permit for a Holiday Tree Sale.***

**Motion:** A motion was made by Vice Mayor Balius to approve Lowe's Home Improvement Store's Special Events Permit for the Holiday Tree Sale. Commissioner Garretson made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Vice Mayor Balius	X		

Commissioner Garretson	X		
Commissioner Carey	X		
Commissioner Daly	X		
Mayor Castro	X		

Motion passed 5-0.

### ***Palm Tran Shelter***

**Motion:** A motion was made by Commissioner Garretson do away with the Palm Tran Shelters. Vice Mayor Balias made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Vice Mayor Balias	X		
Commissioner Carey	X		
Commissioner Daly	X		
Mayor Castro	X		

Motion passed 5-0.

## **COMMENTS BY COMMISSION, TOWN MANAGER AND TOWN ATTORNEY**

### **Mayor Castro**

Mayor Castro requested that staff allow residents additional time if they are still experiencing problems with the removal of trees. He recommended that staff provide suggestive ideas to assist the residents in locating a company that will inexpensively remove the trees. Mayor Castro thanked Captain Doug Reese, Palm Beach County Sheriffs Office, for monitoring areas that are being abuse by traffic violators. Mayor Castro would like to see calming device installed in the residential areas that are affected by high traffic volume.

### **Vice-Mayor Balias**

Vice Mayor Balias addressed concerns with his office and home telephone voice messaging system. Vice Mayor Balias apologized to anyone that was attempting to contact him during the time that he was experiencing trouble. He inquired about the monthly police reports. He publicly noted that the Harbor Marina Manager Patience Cohn appeared in the Coastal Magazine. He stated that he was very proud of her. In response to an inquiry about the

scheduling of the Evaluation Appraisal Report results meeting, there was general consensus to schedule a workshop during early January 2005 and to direct staff to investigate the Town Code of Ordinances as it pertains to the amount of terms an advisory board member can serve.

**Commissioner Carey**

No comments.

**Commissioner Daly**

Commissioner Daly inquired about the location of the Boys and Girls Club location. Commissioner Daly also requested that staff investigate what the marina bond funds can be used for. He inquired about possible restrictions, and if the restaurant shell can be constructed with the use of those funds.

**Commissioner Garretson**

Commissioner Garretson made the recommendation to direct staff to look into implementing a paperless system for the preparation of the Agendas. There was consensus among the Town Commission to direct staff to investigate the cost associated with implementing a paperless system.

**Interim Town Manager**

At the request of Interim Town Manager Paul Carlisle, there was consensus to allow staff to draft a letter supporting the Northern Improvement District Board's seating arrangement. Interim Town Manager requested the week of the Thanksgiving Holiday and will assign an "acting" interim Manager in his absence. He indicated that he can be reached on his cell phone if necessary.

**Town Attorney**

No comment

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Balias and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 8:47 p.m.

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Mayor Paul Castro

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Town Clerk Stephanie Thomas

Approved on this 15th day of December,  
2004.





**CITY OF PALM BEACH GARDENS  
JOINT COUNCIL MEETING MINUTES  
PALM BEACH GARDENS AND LAKE PARK  
August 16, 2004**

The August 16, 2004 Joint Meeting of the City Council of the City of Palm Beach Gardens, Florida, and the Town of Lake Park, Florida was called to order at 7:00 P.M. in the Council Chambers of the Municipal Complex, located at 10500 North Military Trail, Palm Beach Gardens, Florida, and opened with the pledge of allegiance.

**ROLL CALL:** The City Clerk called the roll and the following elected officials were found to be in attendance: Mayor Jablin, Councilmember Delgado, and Councilmember Levy of the City of Palm Beach Gardens; Mayor Castro, Vice Mayor Balias, Commissioner Garretson, Commissioner Carey, and Commissioner Daly from the Town of Lake Park. Vice Mayor Russo from the City of Palm Beach Gardens was absent from the meeting.

**COMMENTS FROM THE PUBLIC:** There were no comments from the public.

**PUBLIC HEARING**

**PART I – QUASI-JUDICIAL:** Mayor Jablin reviewed the quasi-judicial procedures. The City Clerk swore in all those intending to offer testimony at the hearing.

Ordinance 16, 2004 – Target Rezoning and Site Plan Review. An Ordinance of the Town Commission of The Town of Lake Park, Florida, rezoning a 10.83 acre portion of 19.12-acre parcel of land located on the Southeast corner of Northlake Boulevard and Congress Avenue within the municipal boundaries of the Town of Lake Park and the City of Palm Beach Gardens, as described more particularly herein, from a Zoning Designation of Traditional Neighborhood Development (TND) to Planned Unit Development (PUD); providing for codification; providing for severability; providing for the repeal of laws in conflict; and providing for an effective date.

**Resolution 40-08-04a is a companion item to Ordinance 16, 2004 and will require Council action at second reading:** Resolution 49-08-04a. Resolution of the Town Commission of the Town of Lake Park, Florida, approving the site plan for Northlake Square East for development approval of a 131,839 square foot retail center on a 10.83 acre portion of a 19.12 acre site generally located at the Southeast corner of the intersection of Northlake Boulevard and Congress Avenue within the municipal boundaries of the City of Palm Beach Gardens and the Town of Lake Park, as more particularly described herein; providing for waivers; providing conditions of approval; and providing an effective date.

Ordinance 30, 2004 – Target Rezoning and Site Plan review. An Ordinance of the City Council of the City of Palm Beach Gardens, Florida rezoning the 8.29-acre portion of a 19.12-acre parcel of land, located on the Southeast corner of Northlake Boulevard and Congress Avenue, which lies within the municipal boundaries of the City of Palm Beach Gardens, as described more particularly herein, from a zoning designation of Research and Light Industrial Park (M1) to Planned Unit Development (PUD) overlay with an underlying zoning district of General Commercial (CG-1); and providing an effective date.

**Resolution 135, 2004 is a companion item to Ordinance 30, 2004 and will require Council action at second reading.**


Resolution 135, 2004 – Target Rezoning and Site Plan review. A Resolution of the City Council of the City of Palm Beach Gardens, Florida approving the master development plan for Congress Plaza East at the 19.12-acre parcel of land located on the Southeast corner of Northlake Boulevard and Congress Avenue which lies within the municipal boundaries of the City of Palm Beach Gardens and the Town of Lake Park, as described more particularly herein, to allow for a 131,839 square-foot retail building; providing for waivers; providing for conditions of approval; and providing an effective date.

The City Clerk read Ordinance 16, 2004 and Ordinance 30, 2004 by title only on first reading. Ex-parte communication was disclosed: Mayor Jablin – none since the last meeting; Mayor Castro – left a message regarding traffic concurrency for Dodi Glas; all other Council and Commission members reported none. Jamie Gentile, representing of Town of Lake Park Community Development Department, presented the project and answered questions. Dodi Glas, Urban Design Studio, spoke on behalf of the applicant. The following direction was given by the City Council and the Town Commission: Reduce size of the logo sign, mature trees shall be used on the front side of the building, bollards shall be round in shape but not red in color, if the ficus tree that is to be relocated should die it shall be replaced with a tree of similar size, and Palm Beach County shall be contacted regarding the possibility of aerating the lake. Mayor Jablin declared the public hearing open. Linda Hughey, Palm Beach Gardens, requested a minimum of 20 handicap spaces, and that the developer be required to provide a bus stop. Hearing no further comments from the public, Mayor Jablin declared the public hearing closed. Mayor Castro stated without traffic concurrency from the county he could not vote for the project tonight, and stated his agreement with the requests made by the Council and the Commission. Staff reported concurrency had been granted for the site for two separate projects prior to this project; the question was whether the two could be joined, and the county was doing another study. It was agreed that the Council and Commission would not vote for this project on second reading without a new concurrency letter for this project from the county. Councilmember Delgado made a motion to place Ordinance 30, 2004 on first reading by title only. Councilmember Levy seconded the motion, which carried by unanimous 3-0 vote. Vice Mayor Balias made a motion to place Ordinance 16, 2004 on first reading by title only. Commissioner Garretson seconded the motion, which carried by unanimous 5-0 vote. It was announced the next meeting was tentatively scheduled for 7 p.m. on September 7 contingent upon a concurrency letter being received by August 31.


## ADJOURNMENT:

There being no further business to discuss, the meeting was adjourned at 8:17 p.m.

## APPROVAL:

  
MAYOR JABLIN  
VICE MAYOR RUSSO  
COUNCILMEMBER DELGADO  
COUNCILMEMBER LEVY

## ATTEST:

  
PATRICIA SNIDER  
CITY CLERK

TOWN OF LAKE PARK:  
APPROVAL:

\_\_\_\_\_  
MAYOR CASTRO

\_\_\_\_\_  
VICE MAYOR BALIUS

\_\_\_\_\_  
COMMISSIONER GARRETSON

\_\_\_\_\_  
COUNCILMEMBER CAREY

\_\_\_\_\_  
COUNCILMEMBER DALY

ATTEST:

\_\_\_\_\_  
TOWN CLERK



**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: December <sup>15</sup>/~~1~~, 2004

Agenda Item No. \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Disposal of 23 old, worn out dumpsters as scrap metal.

**RECOMMENDED MOTION/ACTION:** That the Commission authorize the Interim Town Manager to dispose of certain surplus dumpsters as deemed unsalvagable and unuseable for scrap metal to Trademarks Metals Recycling for the going rate of \$2.50 to \$3.00 per 100 lbs.

Approved by Town Manager \_\_\_\_\_

Date: 11/16/04

<b>Originating Department:</b> Public Works	Costs: \$ n/a  Funding Source:  Acct. #	<b>Attachments:</b> List of dumpsters to be disposed of
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney <u>[Signature]</u> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works <u>[Signature]</u> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ OR Not applicable in this case _____  Please initial one.		

**Summary Explanation/Background:** Old metal dumpsters refurbished several times become worn thin and the metal fatigued, making them unfit for refurbishment. Disposing of these dumpsters as scrap metal eliminates a disposal fee at the landfill and provides a small amount of revenue for disposal.

# SCRAP DUMPSTER

10/28/04

8cy- 5 dumpster

6cy- 3 dumpster

4cy- 2 dumpster

3cy- 2 dumpster

2cy-11 dumpster

Total 23 SCRAP DUMPSTER



Trademarks Metals Recycling

4661 Dyer Blvd Rivier Beach  
FLA 33407

Telephone # 561 842-6762

\$2.50 - \$3.00 per 100 lbs

Town Dumpster

Sadie Lee Harris

# TAB 2

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: December 15, 2004

Agenda Item No.

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING                        | <input type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading           | <input type="checkbox"/> DISCUSSION     |
| <input type="checkbox"/> Public Hearing                        | <input type="checkbox"/> BID/RFP AWARD  |
| <input checked="" type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM              |   |
| <input type="checkbox"/> Other:                                |   |

**SUBJECT:** Maintenance of private property

**RECOMMENDED MOTION/ACTION:** Staff is recommending approval of this Ordinance.

Approved by Town Manager

Date: 12/10/04

<b>Originating Department:</b>	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> FBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>yes</u> or Not applicable in this case _____ Please initial one.

**Summary Explanation/Background:** The Town's code enforcement division has identified a need for the additional regulation of the maintenance standards for private property as code enforcement has observed numerous properties within the Town which are very poorly maintained resulting in an unsightly condition and appearance.

## **MEMORANDUM**

DATE: December 8, 2004

TO: Town of Lake Park Mayor Castro and Commissioners

THROUGH: Interim Town Manager Paul Carlisle

FROM: Larry Szykowski, AICP, Community Development Director

SUBJECT: Proposed Ordinance Re Maintenance of Private Property

### **ISSUE**

The Town Code Enforcement Officer has recognized that sections in the Code regarding growth of vegetation and accumulation of debris vacant lots and private property in general are incomplete. Section 32-147 applies to installation of landscape. Section 16 that covers Nuisances relates to serious conditions with a more involved process. Therefore, a new Ordinance is needed to enforce private property maintenance is necessary.

### **HISTORY**

The Town's Code Compliance Officer, Mr. Greg Durgin, has observed a number properties that have vegetative growth and a variety of debris. Mr. Durgin has been applying the Landscape Minimum installation and maintenance standards or the Nuisance code Section. Mr. Durgin has requested a more direct ordinance that can be implemented dealing with the overgrowth and debris.

Following Hurricanes Frances and Jeanne, Code Enforcement Staff has seen an increase in this problem. The accumulation of debris lying in vegetation has resulted in that the grass, etc. has not been cut.

### **STAFF INTERPRETATION**

Staff is of the opinion the landscape code applies more to its required installation. The nuisance code refers to noxious weeds, rank vegetation and gross violations. Therefore, by the content of Section 14 of the Code which provisions pertain to maintenance of private property it is considered consistent to add this related provision on overgrown vegetation. The Town Attorney's Office has drafted such an Ordinance to be approved for addition to Section 14.

### **RECOMMENDATION**

**This recommendation is to present this Ordinance for 1<sup>st</sup> Reading.**

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 14, ARTICLE I OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, TO CREATE SECTION 14-4 TO BE ENTITLED "MAINTENANCE OF PRIVATE PROPERTY;" PROVIDING FOR THE REGULATION OF THE GROWTH AND ACCUMULATION OF VEGETATION AND DEBRIS ON PRIVATE PROPERTIES WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Commission has adopted general provisions pertaining to the maintenance of private property, which have been codified in Chapter 14 of the Code of Ordinances; and

**WHEREAS**, the Town's code enforcement division has identified a need for the additional regulation of the maintenance standards for private property; and

**WHEREAS**, the Town's code enforcement division has observed numerous private properties within the Town which are very poorly maintained because the vegetation on the property is extremely overgrown and debris is allowed to accumulate, resulting in an unsightly condition and appearance; and

**WHEREAS**, the Town's code enforcement division has recommended to the Town Commission that Section 14-4 of Chapter 14, Article I, of the Town's Code of Ordinances be created to provide property maintenance standards for private property in order to improve the overall aesthetic appearance of the Town, and further the public health, safety, and general welfare; and

**WHEREAS**, the Town Commission has reviewed the recommendations of Town staff, and has determined that creating Section 14-4 of Chapter 14, Article I of the Town's Code of Ordinances is necessary to further the public's health, safety and welfare.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

**Section 2.** Chapter 14, Article I, Section 14-4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby created to read as follows:

**Sec. 14-4. Maintenance of private property.**

**(a)** It shall be unlawful for the owner, occupant, lessee or person in control of any land which is within the town limits, whether the area is unoccupied or occupied, to permit, maintain or allow to remain thereon any accumulation of undergrowth, rubbish, debris, and unsightly and unsanitary matters including, but not limited to, any accumulation of debris, decayed vegetable matter, filth, overgrown vegetation, including trees, bushes or brush, rubbish or trash, or growth of weeds or noxious plants.

**(b)** It shall be unlawful for the owner, occupant, lessee or person in control of any land which is within the town limits to allow grass or weeds to grow to a height in excess of eight (8) inches on any property.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of



competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 4. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

# TAB 3

### Town of Lake Park Town Commission Agenda Request Form

Meeting Date: December 15, 2004

Agenda Item No.

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input checked="" type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: PRESENTATION | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|---|

**SUBJECT:** "Supplemental Parking Requirements"**RECOMMENDED MOTION/ACTION:** Staff recommends approval

Approved by Town Manager

Date:

\*If item was submitted after the applicable deadline of the office of the Town Clerk please sign and date here.


*Paul Carlisle Town Manager*  
Name/Title

*12/9/04*  
Date of Actual Submittal

<b>Originating Department:</b> Marina	<b>Costs:</b> \$ <b>Funding Source:</b> <b>Acct. #</b>	<b>Attachments:</b> Memos Ordinance P+2 minutes
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney <i>DOB</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library  <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____  Please initial one.

**Summary Explanation/Background:** Amendment of marina parking ordinance to conform with industry standards.

# Memorandum

**To:** Mayor and Town Commissioners  
**CC:** Paul Carlisle  
**From:** Patience Cohn   
**Date:** 12/9/2004  
**Re:** Lake Park Marina Parking Ordinance

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The present code requires one and half (1.5) parking spaces for each individual wet slip. This ratio when applied to the old marina facility meant the marina did not comply with the Town's marine facility parking ordinance. It is true prior to the 1990's the 1.5 spaces to 1 wet slip was the accepted standard but this figure has proved to be significantly higher than necessary to accommodate the day to day parking demands of a marina. As a general rule it is expected that only 25% of your vessels will require parking at any given time. This is not to say that on high boating use holidays there won't be an escalated demand.

Staff concurs with the recommendation of Jamie Gentile, Calvin, Giordano, & Associates to the amending of this ordinance to one parking space per two (2) wet slips in order to conform with present industry standards. This change will also bring the parking requirements in line with our adjacent municipalities of Riviera Beach and Palm Beach Gardens.

It is important to note that the amendment of this ordinance addresses only the parking requirements as they relate to the ratio of spaces per wet slip. The existing parking requirements for restaurants and structures for public use remain as written.

On December 6<sup>th</sup> this ordinance was reviewed and approved by the Planning and Zoning Board.



Calvin, Giordano & Associates, Inc.  
Engineers • Surveyors • Planners

☐ 1800 ELLER DRIVE,  
SUITE 600  
FORT LAUDERDALE,  
FLORIDA 33316  
PHONE: 954 921 7781  
FAX: 954 921 8807

☐ 550 VILLAGE BOULEVARD,  
SUITE 340  
WEST PALM BEACH,  
FLORIDA 33409  
PHONE: 561 684 6161  
FAX: 561 684 6360

## Memorandum

Should the Town adopt a 1 space per two slip ratio the result would be as follows:

USE		SUB-TOTAL
Restaurant Building	5,415 sq. ft. (Max.) x 12 per 1,000 GFA	65 spaces
Dock Master's Building	6,174 sq. ft. x 4 per 1,000 GFA	25 spaces
Ramp Attendant's Building	256 sq.ft. x 4 per 1,000 GFA	1 spaces
Boat Slips	114 slips x 0.5 spaces per slip	57 spaces
<b>TOTAL</b>		<b>148 spaces</b>

\* Assumes a maximum build out of the restaurant building at 5,415 square feet.

### Conclusions:

Staff proposes the following solutions to the current parking issues at the Lake Park Marina:

1. The Town could maintain the more stringent parking standard and elect to eliminate the restaurant building from the Marina development plan. References would suggest this would be the least favorable solution, as it under-utilizes an extremely valuable and sought after waterfront property. In addition, this option would still leave the Town with a deficit of about 26 spaces.
2. The Town could construct a parking deck to accommodate the deficiency in parking. The cost estimate for a parking deck would be roughly \$500,000.00 per level. In addition to the expense, the location of said parking garage in relation to waterfront views of surrounding properties could create issues for the Town.
3. The Town could elect to simply revise the code as it relates to the parking ratio used for boat slips. Staff would recommend utilizing 1 parking space for every 2 boat slips. According to research conducted by the International Marine Institute, the parking area created by this ratio should be adequate to meet the demands of the Marina and its' accessory uses.



Calvin, Giordano & Associates, Inc.  
Engineers • Surveyors • Planners

☐ 1800 ELLER DRIVE,  
SUITE 600  
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PHONE: 954 921 7761  
FAX: 954 921 8807

☐ 560 VILLAGE BOULEVARD,  
SUITE 340  
WEST PALM BEACH,  
FLORIDA 33409  
PHONE: 561 684 6161  
FAX: 561 684 6360

## Memorandum

4. The Town Commission could also revise the approved plan to modify any one or combination of the following issues:
- A. Reduce and limit the restaurant size.
  - B. Reduce the number of boat slips.

Should you have any questions regarding this information please contact me at 561-684-6161.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE V OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, SECTION 32-89 ENTITLED "SUPPLEMENTAL PARKING REQUIREMENTS" TO CHANGE THE REQUIRED PARKING FOR MARINE FACILITIES FROM ONE AND HALF (1.5) SPACES PER WET SLIP TO ONE (1) SPACE PER TWO (2) WET SLIPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Commission has adopted supplemental provisions pertaining to off-street parking requirements for marine and other facilities, which have been codified in Chapter 32 of the Code of Ordinances; and

**WHEREAS**, the purpose and intent of the off-street parking requirements is to provide for the health, safety, welfare and convenience of the public by requiring that certain specified facilities (uses) provide minimum areas to accommodate the parking, loading, queuing and onsite circulation problems created by motor vehicles; and



**WHEREAS**, the Town Staff has recommended amending the Code to provide new parking ratio requirements for marine facilities to better conform with the parking demands of the new Town Marina; and

**WHEREAS**, Town Staff has determined that the proposed amendment is necessary to further the health, safety, welfare and convenience of the public; and

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The whereas clauses are incorporated herein as true and correct as are the findings of the Town Commission.

**Section 2.** Chapter 32, Article V, Section 32-89(k) of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

**Sec. 32-89 (k) *Marine Facilities***

Every marine facility shall comply with the following minimum parking requirements:

(2) Marina:

One ~~(1) and one-half (1.5) space for each~~ per two (2) wet slip plus one (1) space for each three (3) dry storage compartments shall be provided. If a boat launching ramp or service is provided, ten (10) percent of all parking spaces must be large enough to accommodate motor vehicles with boat trailers.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon adoption.

Marina Parking Ord.1.doc

**MINUTES  
PLANNING & ZONING BOARD MEETING  
MONDAY, DECEMBER 6, 2004  
TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FLORIDA**

**I. Call to Order:** 7:08 p.m. by Chairman Mike Scheihing

**II. Roll Call**

Mike Scheihing, Chairman	Present
Jeff Blakely, Vice Chairman	Excused
William Serrano	Excused
Eddie McConville	Present
Eric Jahnke	Excused
James Dubois, 1 <sup>st</sup> Alt.	Present
Jeanine Longtin 2 <sup>nd</sup> Alt.	Present

**Also Present:**

Karen Roselli, Town Attorney  
Larry Szykowski, Community Development Director  
Jamie Gentile, Calvin, Giordano & Associates  
Linda A. Otto, Recording Secretary  
Paul Carlisle, Interim Town Manager  
Ed Daly, Commissioner  
Judith Thomas, Planner from the City of Riviera Beach

**III. Approval of Agenda**

Eddie McConville made a motion to approve the agenda. Seconded by James Dubois.

	Aye	Nay	Other
Mike Scheihing	X		
Eddie McConville	X		
James Dubois	X		
Jeanine Longtin	X		

**Motion carried 4-0**

**IV. Approval of Minutes**

James Dubois made a motion to approve the minutes. Seconded by Eddie McConville.

	Aye	Nay	Other
Mike Scheihing	X		

Edie McConville	X		
James Dubois	X		
Jeanine Longtin	X		

**Motion carried 4-0**

#### **V. Public Comment**

Mike Scheihing, Chairman, stated that he had three requests for public comments and they would be heard later during the meeting as the items to be discussed were brought to the floor.

#### **VI. New Business – Quasi-Judicial Public Hearing**

Recording Secretary, Linda Otto, swore in the witnesses. Mike Scheihing, Edie McConville, James Dubois and Jeanine Longtin stated that there had been no exparte communication held.

C. Discussion and review of Marina Ordinance to change the required parking for marine facilities from one and half (1.5) spaces per wet slip to one (1) space per two (2) wet slips.

Mr. Larry Szykowski, Community Development Director identified himself for the record, and stated that Jamie Gentile from Calvin, Giordano & Associates would be presenting the Marina Ordinance. Edie McConville made a motion to amend the agenda and move Item C before Item A & B. Jeanine Longtin seconded the motion.

	Aye	Nay	Other
Mike Scheihing	X		
Edie McConville	X		
James Dubois	X		
Jeanine Longtin	X		

**Motion carried 4-0**

Jamie Gentile from Calvin, Giordano & Associates, Inc., stated that this is a request for direction from the town to bring back the parking allocations for the Lake Park Marina. Mr. Gentile stated that at present the marina parking ratio for wet slips is 1.5 spaces per wet slip. Mr. Gentile stated that what is being brought before the board and recommending approval is a modification to Section 32-89 that will allow for a 1 parking space for every two wet spaces. Mr. Gentile went on to explain that the approved plan for the marina reflects a different ratio than what is allowed by code. Second, the requested change is consistent with industry standards and different standards with similar type of marinas at different municipalities. Mr. Gentile stated that staff does recommend approval.

Chairman Scheihing stated that we were replacing 3 spaces with 1. Mr. Gentile stated that the thinking behind this is that a majority of time the parking would be under utilized. Mrs. McConville asked if the board had ever addressed any thing to do with the Marina. Mr. Gentile stated that to his recollection it had not. Mr. Dubois stated that the Planning &

Zoning Board had asked to be a part of the marina review. Mrs. McConville asked for clarification that the Planning & Zoning Board's recommendation would go to the Town Commission along with the Marina Board's recommendation. Mr. Gentile confirmed Mrs. McConville's question.

Mr. Gentile stated that the parking that is presently there had been approved by the Town Commission, and that the parking will be around a dry retention area on the northern half and also along the entrance, and other spaces along the roadway; and there are also spaces on the southern portion which include the required 10% trailer spaces for boaters using the ramp. Ms. Longtin stated that she had a real problem with the parking, and that there just would not be enough parking. Mr. Gentile stated that what Mrs. Longtin said is true and that there will be days of overcrowding. He stated that Patience Cohn was the Harbor Marina Manager and has had experience in managing other marinas. Mr. Gentile stated again that they were here tonight to just make the parking that has been approved more consistent with the approved marina plan.

Ms. Longtin referred to the Memorandum dated September 30, 2004, where a parking deck was mentioned as a possible solution to accommodate deficiency in parking. Ms. Longtin asked whether a restaurant had been approved, and Mr. Gentile stated that a restaurant had not been formally approved. Mr. Gentile also stated that he wanted everyone to know that the memo was a "worst case" scenario.

Paul Carlisle, Interim Town Manager, identified himself for the record and stated that the discussion is about boat trailer parking and the boat slip parking. The ratio that is used in the current code doesn't meet industry standards. The current code that we are trying to present to you tonight addressed the boat slip parking, and is not a part of the restaurant parking aspect. Mr. Carlisle stated that the portion of the code that they are asking the board to amend is what is reasonable for a boat slip parking and two spaces per boat slip is not a reasonable request. Mr. Gentile stated that the restaurant ratio would still be 12 per one thousand. Mr. Carlisle stated that with 102 slips with our current code, we would need 204 parking spaces, and we can not meet that, nor would we ever be able to meet that number. Mr. Carlisle also stated that they had reduced the number of slips from over 200 down to 103 slips and they have created more parking than we had when it was 200. Mr. Carlisle again stated that it is a code that does not work, and it needs to be amended and that is why it is being brought to you tonight.

Ms. Longtin said she supported solution 4. a. Reduce and limit the restaurant size. The Memorandum referred to is marked as Exhibit A and made a part of these minutes.

Mrs. McConville asked to hear comments from the public before she could make up her mind. Mrs. McConville asked to hear first from the Harbor Master, Patience Cohn, who identified herself for the record. Mrs. McConville asked what the Harbor Master's feeling was on 1.5 per wet slip. Ms. Cohn stated that most of the slips are on annual contracts, and are not used every day. Ms. Cohn stated that twenty-five percent are used at one time, however, she did not deny the fact that there would be times like at the 4<sup>th</sup> of July weekend. It would not matter how many spaces we had, there still would be an overflow.



Mr. James Dubois stated that the usage at the marina is headed much more towards a mixed use, and that lends itself to more parking. He stated that as originally designed, the marina was built to accommodate trailer parking to a degree of 100 or more with cars and trailers. Currently with the mix now, we have reduced the number of slips, and we have also reduced the number of trailer spaces down to somewhere near 50. Mr. Dubois stated he would like to hear from staff a clear statement that they are not reducing the number of trailer spaces versus automobile parking spaces, and access to the ramp would not be reduced.

Mr. Carlisle stated that they are not reducing any of the parking spaces, and that we are just modifying the code. The parking plan has not changed, and that this just merely brings the code into compliance with the industry standard. Mr. Dubois pointed out that the redevelopment plan of the marina that has been done, is an accommodation of the lower number of 148 parking spaces and not 262. Mr. Carlisle confirmed the number as correct. Mr. Dubois stated that the reduced number is consistent with virtually everything we have seen now for the past several years in terms of site plan. Mr. Dubois stated that this made it a lot clearer to him. Mr. Dubois stated what we are trying to do is get language that conforms to the site plan to the language of the code. Mrs. McConville stated that it also made it clearer for her to understand also.

Paul Carlisle stated that this did not have any reflection on how many spaces but the spaces would remain around 152 total. Paul Carlisle stated that our code does not meet the standard of the industry, and when you find fault with it, it needs to be repaired.

Chairman Mike Scheihing asked Mr. Gentile about the memo that he sent to the town manager, under conclusions, that he had a concern that the town could construct a parking deck to accommodate the deficiency in parking. Mr. Gentile responded that it was a worst case scenario where you would have the 5,000 square foot restaurant and all the other different uses, and if that were to come to pass, the parking situation would need to be addressed at that point.

Jorge Quintero, 301 Lake Shore Drive, identified himself for the record. Mr. Quintero stated that he is not objecting to the reduction of the current parking spaces. He did question whether 1.5 spaces would be enough based on other studies. He stated that the biggest problem he had was the conclusion of Calvin, Giordano & Associates that the code could be met by simply reducing the 1.5 spaces per slip, that they are including in that total parking count the trailer spaces. The spaces occupied by car and trailer is not available for use for just parking. He stated that this was a significant factor to be taken into account, and there would be a significant shortfall if we were to build a full size restaurant. He stated that it was important to verify that the ordinance states that 10% of the total spaces must accommodate motor vehicles with boat trailers. However, it is not appropriate language to include those parking spaces in fulfilling the requirements. Mr. Quintero also stated that it might be appropriate to include some of those spaces to handle peak times for the restaurant now that the restaurant has been relocated to where those trailer spaces are located. He also stated that it might be possible to conduct a shared parking if it took into account that those spaces

would not be used by trailers at 6 or 7 p.m. in the evening and when the restaurant might make use of those trailer spaces.

Judith Thomas, Planning & Zoning Administrator from the City of Riviera Beach identified herself for the record. Ms. Thomas stated that she was not here tonight to talk against the Ordinance, but she did have some concerns. Ms. Thomas stated that the City of Riviera Beach also had a marina and a county park and echoed Ms. Longtin's concern of spillover parking that could occur during a holiday. Ms. Thomas stated that the City was concerned over the traffic impact to the south. She also stated that the other concern was the county sharing this site for boat parking. Ms. Thomas stated that she did not believe that there was any discussion at the initial meeting that the county would share in using this park or using this for additional parking.

James Dubois stated that we were working on the theory that this action would have a consequence, and that the marina is built, it's done, and we have "X" number of parking spaces. However, he expressed that the first use of this board to clean up this kind of mess is not a great way of introducing them to the subject of the marina as over the years it has not become before this board. Just to have this drop in on us is very rough. He stated that none of the staff were here during the original decision making, planning and process review of the marina as it stands today.

Ms. McConville stated that she felt we were here to talk about parking spaces and not the restaurant. Jeanine Longtin felt it was part of the equation. Interim Town Manager, Paul Carlisle, stated that the restaurant was not part of the equation, and again stated that they are just asking that the Ordinance be modified that only pertains to the amount of parking that pertain to the boat slips.

Eddie McConville made a motion to approve staff recommendation for the parking to go from 1.5 spaces of wet slips to 1 space per 2 wet slips according to industry standards. Seconded by James Dubois.

	Aye	Nay	Other
Mike Scheihing	X		
Eddie McConville	X		
James Dubois	X		
Jeanine Longtin		X	

Motion carried 3-1



# TAB 4

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: December 15, 2004

Agenda Item No.

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Authorize Mayor to execute Master Lease Agreement

RECOMMENDED MOTION/ACTION: Approval of the Resolution that authorizes the Mayor to execute documents for the purchase of 2 sanitation trucks, a van, pickup and mowers.

Approved by Town Manager

*[Signature]*

Date:

*12/16/04*

<b>Originating Department:</b> Finance	Costs: \$ N/A  Funding Source:  Acct. #	<b>Attachments:</b> <i>Loan docs</i>
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Finance <i>[Signature]</i> <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>[Signature]</i> :  Please initial one.

**Summary Explanation/Background:** Addition to our master lease agreement sign May 2003 for two sanitation trucks, a van, pickup and mowers.

# MEMORANDUM

To: Mayor Castro and Town Commissioners  
Paul Carlisle, Interim Town Manager

From: Cindy Sementelli, Finance Director 

Date: December 10, 2004

RE: Master Lease Agreement

---

Enclosed is a copy of the Master Lease documents from Banc of America for the purchase of two sanitation trucks, a pick up, a van and two mowers. (This lease program is offered through the Florida League of Cities) The interest rate we received is 3.76%. All items were approved during the budget process for fiscal year 2004-2005. The sanitation trucks have been ordered and we anticipate receiving them in early January.

We are asking the Commission to authorize the Mayor to execute the Master lease agreement so that we may get the financing in place.



Bank of America  
Leasing and Capital Group  
2059 Northlake Parkway, 4th Floor  
Tucker, GA 30084

Tel 770.270.8400

December 7, 2004

VIA FEDEX

Ms. Cynthia Sementelli  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Re: Lease Documents

Dear Ms. Sementelli:

Attached please find the following Lease Documents:

Master documents

- (1) Certificate Required by Florida Statutes
- (2) Acquisition Fund Agreement
- (3) Florida League of Cities, Inc. Fee Invoice
- (4) Resolution

Schedule No. 002

- (1) Schedule of Property No. 001 (Exhibit A)
- (2) Rental Payment Schedule (Exhibit A-1)
- (3) Acceptance Certificate (Exhibit B) (Due upon delivery of equipment)
- (4) Clerk Certificate (Exhibit C)
- (5) Opinion of Counsel (Exhibit D)
- (6) Essential Use Certificate (Exhibit E)
- (7) Form 8038-G and Cover Letter
- (8) First Rental Payment Invoice

Certificate

This letter is addressed to the mayor and members of the Town council. Please retain this document for your records.

\*\*Form 8038-G and Cover Letter\*\*

**PLEASE FORWARD THE EXECUTED ORIGINAL to Banc of America Leasing.**

Banc of America Leasing will have this form filed with the Internal Revenue Service.

Florida League of Cities, Inc. Fee Invoice

Forward check to me along with executed documents.

Insurance

An insurance certificate showing appropriate coverage is required before funds are to be released after the equipment have been delivered and accepted.

In addition, please notice that particular Exhibits to the Master Lease Agreement do not have a date for the "Schedule of Property No. 002(Exhibit A)". **Upon executing the Schedule of Property No. 002, please type the date of execution on the appropriate exhibits.**

Please review all the documents carefully, date and sign everywhere indicated and return to me. If you have any questions, please contact me at 770-270-8472.

Thank you.

Sincerely,

  
Vivian Hankins

Encl.



**CERTIFICATE REQUIRED BY  
SECTIONS 218.385(2) AND (3), FLORIDA STATUTES**

December 7, 2004

The Mayor and Members of  
the Town Council of  
Lake Park, Florida

Re: \$346,000.00 Town of Lake Park Lease/Purchase of One (1) Recycle Truck, One (1) Pickup Truck, One (1) Front Loader, One (1) Utility Van and One (1) Mower

Ladies and Gentlemen:

In connection with the proposed Master Equipment Lease/Purchase Agreement to be entered into between the Town of Lake Park (the "Town") and us, we have agreed to finance the leases of equipment described in Schedule of Property No. 002 to the Master Equipment Lease/Purchase Agreement (the "Schedules") upon the terms and conditions set forth therein and in the Master Equipment Lease/Purchase Agreement.

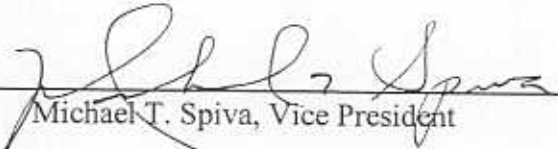
The purpose of this letter is to furnish the Town with information in connection with the obligations described in the Schedules, as required by the provisions of Section 218.385(2) and 218.385(3), Florida Statutes, as amended.

1. The Town is proposing to enter into the obligations represented by the Master Equipment Lease/Purchase Agreement and the Schedules for the purpose of financing the cost of a loader, mower, utility van, and trucks. The obligations are expected to be repaid over a period of five (5) years. At the interest rates specified in the Schedules, total interest paid over the life of the obligation is expected to be approximately \$31,611.76.

2. The source of repayment or security for the obligation is an appropriation of funds to satisfy such obligations on an annual basis, subject to the Town's right to nonappropriate in any given year and terminate the obligations. Authorizing the obligations and budgeting and appropriating sufficient funds to pay such obligations each year will result in an average of approximately \$75,522.36 of such revenues not being available to finance other services each year for approximately five (5) years.

We understand that the statements set forth in paragraphs numbered 1 and 2 are for informational purposes only and shall not affect or control the actual terms and conditions of the obligations.

BANC OF AMERICA LEASING & CAPITAL, LLC

By:   
Michael T. Spiva, Vice President

## **Acquisition Fund Agreement (Florida Version)**

This **Acquisition Fund Agreement** is dated as of December 7, 2004, by and among Banc of America Leasing & Capital, LLC, a Delaware limited liability company (hereinafter referred to as "Lessor"), Town of Lake Park, a public body corporate and politic/municipality of the State of Florida (hereinafter referred to as "Lessee"), and Bank of America, N.A., a national banking association (hereinafter referred to as "Acquisition Fund Custodian").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of May 28, 2004 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain equipment described in the Schedules thereto (the "Equipment"). It is a requirement of the Lease that the Equipment Costs (an amount not to exceed \$346,000.00) be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby created a special trust fund to be known as the "Town of Lake Park Acquisition Fund," for Account No. **22316202**, relating to Schedule of Property No. 002 to the Lease (the "Acquisition Fund") to be held in trust by the Acquisition Fund Custodian for the purposes stated herein, for the benefit of the Lessor and the Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Acquisition Fund Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments (defined below) in accordance with written instructions received from the Lessee. The Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Acquisition Fund Custodian for the reinvestment of any maturing investment. Accordingly, neither the Acquisition Fund Custodian nor the Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and the Lessee agrees to and does hereby release the Acquisition Fund Custodian and the Lessor from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund.

(c) For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of Sections 218.345 and/or 218.415, Florida Statutes, as applicable.



(d) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (e) below, amounts in the Acquisition Fund shall be disbursed by the Acquisition Fund Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from the Lessor, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, the Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Acquisition Fund after the Acquisition Period (as defined in the Lease) shall be applied as provided in Section 4 hereof.

(e) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by the Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(f) The Acquisition Fund Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Acquisition Fund Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Acquisition Fund Custodian, and for the disposition of the same in accordance herewith.

(g) Unless the Acquisition Fund Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the Lessee agrees to and does hereby release and indemnify the Acquisition Fund Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Acquisition Fund Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Acquisition Fund Custodian against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(h) If the Lessee and the Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Acquisition Fund Custodian hereunder, the Acquisition Fund Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Acquisition Fund Custodian shall be reimbursed by the Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(i) The Acquisition Fund Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Acquisition Fund Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(j) The Lessee shall reimburse the Acquisition Fund Custodian for all reasonable costs and expenses, including those of the Acquisition Fund Custodian's attorneys, agents and employees incurred for extraordinary administration of the Acquisition Fund and the performance of the Acquisition Fund Custodian's powers and duties hereunder in connection with any Event of Default

under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Acquisition Fund.

## 2. Acquisition of Property.

(a) Acquisition Contracts. The Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment set forth in the Schedule to the Lease, with moneys available in the Acquisition Fund. The Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and the Lessor makes no warranty or representation with respect thereto. The Lessor shall have no liability under any of the acquisition or construction contracts. The Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to the Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until the Lessor has approved such requisition. Prior to disbursement from the Acquisition Fund there shall be filed with the Acquisition Fund Custodian a requisition for such payment in the form of Disbursement Request attached hereto, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of the Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

(i) Delivery to Lessor of a certificate of the Lessee to the effect that:

(A) An obligation in the stated amount has been incurred by the Lessee, and that the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid;

(B) The Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made;

(C) Such requisition contains no item representing payment on account, or any retained percentages which the Lessee is, at the date of such certificate, entitled to retain; and

(D) The Equipment is insured in accordance with the Lease.

(ii) Delivery to Lessor of an Acceptance Certificate in the form attached as Exhibit B to the Lease, executed by Lessee, together with any purchase agreement or bill of sale and invoice therefor as required by Section 5.01 of the Lease;

(iii) The disbursement shall occur during the Acquisition Period set forth in the Schedule applicable to such Equipment;

(iv) There shall exist no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default);

(v) No material adverse change in Lessee's or any guarantor's financial condition shall have occurred since the date of the Lease; and

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in Section 3.05 of the Lease, Lessor will cause the Lease Proceeds to be deposited in the Acquisition Fund. The Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Acquisition Fund.

4. Excessive Acquisition Fund. Following the final disbursement from the Acquisition Fund at the end of the Acquisition Period, or termination of the Acquisition Fund as otherwise provided herein, the Acquisition Fund Custodian shall transfer any remainder from the Acquisition Fund to the Lessor for application to amounts owed under the Lease in accordance with Section 4.07 of the Lease.

5. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Lessor:      Banc of America Leasing & Capital, LLC  
2059 Northlake Parkway 4<sup>th</sup> Floor  
Tucker, GA 30084  
Attn: Michael T. Spiva  
Phone: (770) 270-8400  
Fax: (770) 270-8454

If to the Lessee:      Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Attn: Cynthia Sementelli  
Phone: 561-881-3351  
Fax: 561-881-3353

If to the Acquisition  
Fund Custodian:

Bank of America, N. A.  
625 N. Flagler Drive  
West Palm Beach, Florida 33401  
Attn: Linda A. Mason  
Phone: 561-838-2329  
Fax: 561-838-2325

IN WITNESS WHEREOF, the parties have executed this Acquisition Fund Agreement  
as of the date first above written.

Banc of America Leasing & Capital, LLC

Town of Lake Park

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bank of America, as Acquisition Fund  
Custodian

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAMPLE: PLEASE DO NOT EXECUTE**

**DISBURSEMENT REQUEST NO. \_\_\_\_\_**

**(Schedule No. 002)**

**Re: Master Equipment Lease/Purchase Agreement dated as of May 28, 2004  
by and between Banc of America Leasing & Capital, LLC, as Lessor and  
Town of Lake Park, as Lessee (the "Lease")**

In accordance with the terms of the Acquisition Fund Agreement, dated as of May 28, 2004 (the "Acquisition Fund Agreement") by and among Banc of America Leasing & Capital, LLC ("Lessor"), Town of Lake Park ("Lessee") and Bank of America, N.A., (the "Acquisition Fund Custodian"), the undersigned hereby requests the Acquisition Fund Custodian pay the following persons the following amounts from the Acquisition Fund created under the Acquisition Fund Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain.

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Acquisition Period set forth in the Schedule applicable to such Equipment.

(vii) No material adverse change in Lessee's or any guarantor's financial condition shall have occurred since the date of the Lease.

Dated: \_\_\_\_\_

**Town of Lake Park**  
as Lessee under the Lease

By: **SAMPLE**  
Authorized Representative

Disbursement of funds from the Acquisition  
Fund in accordance with the foregoing  
Disbursement Request hereby is authorized

**Banc of America Leasing & Capital, LLC**  
as Lessor under the Lease

By: \_\_\_\_\_  
Title: Vice President



## Exhibit A

### Schedule of Property No. 002

Re: Master Equipment Lease/Purchase Agreement, dated as of May 28, 2004, between Banc of America Leasing & Capital, LLC, as Lessor, and Town of Lake Park, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "Master Equipment Lease").

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Serial No.	Location
One (1)	2005 Chevy Van	TBD	535 Park Avenue Lake Park, FL 33403
One (1)	2005 Chevy Pickup Truck	TBD	535 Park Avenue Lake Park, FL 33403
One (1)	2005 Recycle Truck	TBD	535 Park Avenue Lake Park, FL 33403
One (1)	2005 Front Loader	TBD	535 Park Avenue Lake Park, FL 33403
One (1)	Mower	TBD	535 Park Avenue Lake Park, FL 33403

3. Payment Schedule.

*Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

*Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).



4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants as follows:

(a) That its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

5. The Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. The maximum Lease Term, subject to quarterly appropriation, is sixty (60) months.

6. Acquisition Amount. The Acquisition Amount for the Equipment described in this Schedule, to be deposited in the Acquisition Fund designated "Town of Lake Park" is \$346,000.00.

7. Acquisition Period. The Acquisition Period applicable to this Schedule shall end at the conclusion of the twelfth (12<sup>th</sup>) month following the date hereof.

Dated: \_\_\_\_\_, \_\_\_\_.

Lessor:  
Banc of America Leasing & Capital, LLC  
2059 Northlake Parkway, 4th Floor  
Tucker, Georgia 30084  
Attention: Contract Administration

Lessee:  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Attention: Town Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Seal)

Attest:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A-1

### Rental Payment Schedule

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price*
Dec-20-04	18,880.59		18,880.59	327,119.41
Mar-20-05	18,880.59	3,074.91	15,805.67	311,313.74
Jun-20-05	18,880.59	2,926.34	15,954.25	295,359.49
Sep-20-05	18,880.59	2,776.37	16,104.22	279,255.28
Dec-20-05	18,880.59	2,624.99	16,255.60	262,999.68
Mar-20-06	18,880.59	2,472.19	16,408.40	246,591.28
Jun-20-06	18,880.59	2,317.95	16,562.64	230,028.65
Sep-20-06	18,880.59	2,162.26	16,718.32	213,310.32
Dec-20-06	18,880.59	2,005.11	16,875.48	196,434.85
Mar-20-07	18,880.59	1,846.48	17,034.11	179,400.74
Jun-20-07	18,880.59	1,686.36	17,194.23	162,206.51
Sep-20-07	18,880.59	1,524.74	17,355.85	144,850.66
Dec-20-07	18,880.59	1,361.59	17,519.00	127,331.67
Mar-20-08	18,880.59	1,196.91	17,683.67	109,647.99
Jun-20-08	18,880.59	1,030.69	17,849.90	91,798.09
Sep-20-08	18,880.59	862.90	18,017.69	73,780.41
Dec-20-08	18,880.59	693.53	18,187.05	55,593.35
Mar-20-09	18,880.59	522.58	18,358.01	37,235.34
Jun-20-09	18,880.59	350.01	18,530.58	18,704.76
Sep-20-09	18,880.59	175.82	18,704.76	0

\*The Purchase Option Commencement Date shall be December 20, 2004. The Purchase Price payable (i) on any Rental Payment date is the amount equal to the aggregate principal portion of the remaining Rental Payments after payment of the Rental Payment payable on such Rental Payment Date, and (ii) on any date other than a Rental Payment date is the amount equal to the aggregate principal portion of the remaining Rental Payments plus an amount equal to the interest portion of such Rental Payments accrued thereon to such date.

For purposes of this Lease, "Taxable Rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to 5.8656%.

Lessee:  
Town of Lake Park

By: \_\_\_\_\_  
Title: \_\_\_\_\_

After payment of the applicable Purchase Price, Lessee will own the related Equipment, free and clear of any obligations under the related Lease.

## Exhibit B

### Acceptance Certificate

Banc of America Leasing & Capital, LLC  
2059 Northlake Parkway, 4th Floor  
Tucker, Georgia 30084

Re: Schedule of Property No. 002, dated \_\_\_\_\_, \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of May 28, 2004, between Banc of America Leasing & Capital, LLC, as Lessor, and Town of Lake Park, as Lessee.

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: \_\_\_\_\_

Lessee  
Town of Lake Park

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAMPLE**

## Exhibit C

### Clerk/Secretary Certificate

The undersigned, a duly elected and acting Clerk/Secretary of Town of Lake Park (the "Lessee") certifies as follows:

A. The following listed persons are duly elected and acting officials of the Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the signatures set opposite thereto are the genuine signatures of such persons;

B. The Officials are duly authorized, on behalf of the Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of May 28, 2004 and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Town of Lake Park and Banc of America Leasing & Capital, LLC and these Agreements are binding and authorized Agreements of the Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

*If any office  
positions have  
changed, please  
complete.*

## Exhibit E

### Essential Use/Source of Funds Certificate

Banc of America Leasing & Capital, LLC  
2059 Northlake Parkway, 4th Floor  
Tucker, Georgia 30084

Re: Master Equipment Lease/Purchase Agreement dated May 28, 2004,  
Schedule of Property No. 002 dated \_\_\_\_\_

This certificate confirms and affirms that the Equipment described in the Agreement referenced above is essential to the governmental, municipal or public purposes or functions of the Lessee or to the services Lessee provides its citizens. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions permitted under the Act (as defined in the Agreement referenced above).

Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period, subject to annual appropriation.

Town of Lake Park  
("Lessee")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Please return this certificate with complete copies of your two most recent audited financial statements so we may begin our credit review process. Thank you.



## Exhibit E

### Essential Use/Source of Funds Certificate

Banc of America Leasing & Capital, LLC  
2059 Northlake Parkway, 4th Floor  
Tucker, Georgia 30084

Re: Master Equipment Lease/Purchase Agreement dated May 28, 2004,  
Schedule of Property No. 002 dated \_\_\_\_\_

This certificate confirms and affirms that the Equipment described in the Agreement referenced above is essential to the governmental, municipal or public purposes or functions of the Lessee or to the services Lessee provides its citizens. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions permitted under the Act (as defined in the Agreement referenced above).

Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period, subject to annual appropriation.

Town of Lake Park  
("Lessee")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Please return this certificate with complete copies of your two most recent audited financial statements so we may begin our credit review process. Thank you.



[ON LETTERHEAD OF LESSEE OR LESSEE'S COUNSEL]

December 7, 2004

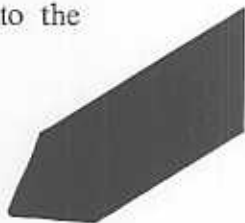
Internal Revenue Service Center  
Ogden, UT 84201

Re: \$346,000.00 Town of Lake Park Lease/Purchase of One (1) Recycle Truck, One (1) Pickup Truck, One (1) Front Loader, One (1) Utility Van and One (1) Mower

Ladies and Gentlemen:

On behalf of the Town of Lake Park, Florida, we file herewith the enclosed Form 8038-G Information Return for Tax-Exempt Governmental Obligations, with respect to the above-referenced financing, completed December 20, 2004.

Very truly yours,



Enclosure

cc: Ms. Vivian Hankins, Banc of America Leasing & Capital, LLC  
Jeffrey M. McFarland, Esquire  
Florida Division of Bond Finance

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority**

If Amended Return, check here ☐

1 Issuer's name <b>City of Lake Park</b>	2 Issuer's employer identification number <b>59 6000355</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>535 Park Avenue</b>	Room/suite	4 Report number <b>3 2004B</b>
5 City, town, or post office, state, and ZIP code <b>Lake Park, Florida 33458</b>	6 Date of issue <b>12/20/04</b>	
7 Name of issue <b>Lease-Purchase of Equipment -- Schedule of Property No. 2</b>	8 CUSIP number <b>n/a</b>	
9 Name and title of officer or legal representative whom the IRS may call for more information <b>Cynthia R. Sementelli</b>	10 Telephone number of officer or legal representative <b>( 561 ) 881-3351</b>	

**Part II Type of Issue (check applicable box(es) and enter the issue price)** See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe ► <b>Van, Pick-Up Truck, Mower, Recycle Truck, and Frontloader</b>	18 <b>346,000.00</b>
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/20/09	\$ 346,000.00	\$ n/a	5 years	3.76 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	0
23 Issue price of entire issue (enter amount from line 21, column (b))	23	346,000.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0
25 Proceeds used for credit enhancement	25	0
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0
27 Proceeds used to currently refund prior issues	27	0
28 Proceeds used to advance refund prior issues	28	0
29 Total (add lines 24 through 28)	29	0
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	346,000.00

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	n/a	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	n/a	years
33 Enter the last date on which the refunded bonds will be called	n/a	
34 Enter the date(s) the refunded bonds were issued	n/a	

**Part VI Miscellaneous**

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	0
b Enter the final maturity date of the guaranteed investment contract	37a	0

**Sign Here**

Signature of issuer's authorized representative

Date

Type or print name and title

[ON LETTERHEAD OF LESSEE OR LESSEE'S COUNSEL]

Exhibit D

Opinion of Counsel to Lessee

Banc of America Leasing & Capital, LLC  
2059 Northlake Parkway, 4th Floor  
Tucker, Georgia 30084

Re: Schedule of Property No. 002, dated \_\_\_\_\_, \_\_\_\_\_, to Master  
Equipment Lease/Purchase Agreement, dated as of May 28, 2004,  
between Banc of America Leasing & Capital, LLC, as Lessor, and Town  
of Lake Park, as Lessee.

Ladies and Gentlemen:

As legal counsel to Town of Lake Park (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of May 28, 2004, and Exhibits thereto by and between Banc of America Leasing & Capital, LLC (the "Lessor") and the Lessee (the "Agreement"), and an executed counterpart of Schedule of Property No. 002, dated \_\_\_\_\_, by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized/municipality duly created and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease;
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms;
4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in

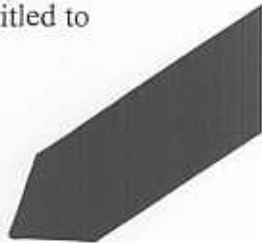
accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the interest of Lessor or its assigns, as the case may be, in the Equipment thereunder; and

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code; and such interest is not a specific item for purposes of the federal individual or corporate alternative minimum taxes. [To be provided by outside counsel to Lessee if Acquisition Amount exceeds \$1,000,000.]

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Yours truly,



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL, LLC; AUTHORIZING A LEASE OF ONE RECYCLE TRUCK, ONE PICKUP TRUCK, ONE VAN, ONE FRONT LOADER AND ONE MOWER THEREUNDER; AUTHORIZING THE EXECUTION OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO COMPLETE THE TRANSACTIONS CONTEMPLATED HEREBY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida (the "Town") as follows:

Section 1. Findings. It is hereby ascertained, determined and declared that:

- (a) The Town deems it necessary, desirable and in the best financial interest of the Town and its inhabitants that it enter into a Master Equipment Lease/Purchase Agreement (the "Master Lease/Purchase Agreement") with Banc of America Leasing & Capital, LLC (the "Lessor"), to provide for the lease and purchase from time to time of equipment essential to the governmental, municipal or public purposes or functions of the Town or to the services the Town provides its inhabitants.
- (b) The Town has an immediate need for a van, pick-up truck, recycle truck, front loader and one mower (the "Equipment") for the welfare of its citizens, and it is in the best financial interest of the Town that the Equipment be leased pursuant to the Master Lease/Purchase Agreement.

- (c) The Town is authorized and empowered by the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law (the "Act").
- (d) The Town is authorized and empowered by the Act to enter into transactions such as those contemplated by the Master Lease/Purchase Agreement and to fully perform its obligations thereunder in order to acquire the Equipment.
- (e) The small size of the lease financing, current market conditions and other circumstances require that the Master Lease/Purchase Agreement and the leases of equipment thereunder be negotiated at private sale rather than offered by competitive bid.

Section 2. Authorization of Execution and Delivery of Master Lease/Purchase Agreement. The Master Lease/Purchase Agreement, substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be approved on behalf of the Town by the Mayor, such approval to be evidenced conclusively by the Mayor's execution thereof, is hereby approved and authorized. The Town hereby authorizes and directs the Mayor to execute the Master Lease/Purchase Agreement and deliver the same to the Lessor. All of the provisions of the Master Lease/Purchase Agreement, when executed, dated and delivered by or on behalf of the Town as authorized herein and by or on behalf of the Lessor, shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 3. Authorization of Leases of the Equipment. The lease of the Equipment pursuant to the Master Lease/Purchase Agreement, as set forth on Schedule of



Property No. 002 (together with the Rental Payment Schedules associated therewith, the "Schedules"), is hereby approved. The Town hereby authorizes and directs the Mayor to execute each of the Schedules and deliver the same to the Lessor. All of the Schedules, when executed, dated and delivered by or on behalf of the Town as authorized herein and by or on behalf of the Lessor, shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 4. General Authority. The Mayor, the Town Clerk and the officers, attorneys and other agents and employees of the Town are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Master Lease/Purchase Agreement and the Schedules, and they are hereby authorized to execute and deliver all certificates and documents which shall reasonably be required by the Lessor to effectuate the transactions described herein, including without limitation the documents described in Exhibits B, C and E of the Master Lease/Purchase Agreement.

Section 5. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements and provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution, and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof.



Section 6. Effective Date. This Resolution shall be effective immediate upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[OFFICIAL SEAL]

ATTEST:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Town Clerk

# TAB 5

**FAXED**  
11-23-04  
Bambi  
& Stephanie

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: December 15, 2004

Agenda Item No.

- ☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

- ☒ RESOLUTION  
☐ DISCUSSION

- ☐ ORDINANCE ON FIRST READING

- ☐ BID/RFP AWARD

- ☐ GENERAL APPROVAL OF ITEM

- ☐ CONSENT AGENDA

- ☐ Other:

**SUBJECT:** Resolution to authorize the execution by the Mayor of the Fiscal Year 2005 Center for Family Services of Palm Beach County, Inc. Employee Assistance Program ("EAP") Agreement

**RECOMMENDED MOTION/ACTION:** Adoption of the resolution

Approved by Town Manager [Signature]

Date: 11/19/04

<b>Originating Department:</b> Administrative Services	<b>Costs:</b> \$457.50 per quarter, or \$1,830.00 per year  <b>Funding Source:</b>  <b>Acct. #</b>	<b>Attachments:</b> Resolution and Copy of Fiscal Year 2005 agreement with the Center for Family Services of Palm Beach County, Inc.
<b>Department Review:</b> <input checked="" type="checkbox"/> Town Attorney <u>[Signature]</u> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Finance <u>[Signature]</u> <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input checked="" type="checkbox"/> Personnel <u>BMT</u> <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <u>ST</u> <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> :  Please Initial one.

**Summary Explanation/Background:**

On October 1, 1996, the Town of Lake Park executed an agreement with the Center for Family Services of Palm Beach County, Inc. ("CFS") for the provision of Employee Assistance Program ("EAP") and Drug-Free Workplace services to full time employees of the Town of Lake Park and their eligible family members. Each subsequent fiscal year thereafter, the EAP program services have been part of the Town's employee benefits package and it outlined as such in the current Town of Lake Park Employee Policy/Handbook.

Due to the late receipt of the agreement from CFS, the Fiscal Year 2005 was not presented to the Commission prior to October 1, 2005; however, CFS has continued to make its program services available to Town employees after October 1, 2004 in anticipation of the approval of the agreement extension. The Town of Lake Park has also paid CFS for EAP program services for the first quarter of Fiscal Year 2005.

Pursuant to the Fiscal Year 2005 agreement, EAP services will consist of the following:

1. Marital counseling;
2. Divorce adjustment counseling;
3. Job-related counseling;
4. Parent/child counseling;
5. Substance abuse assessment and counseling or referral;
6. Counseling related to the problems of older persons;
7. Counseling or referral related to physical or developmental disabilities;
8. Mental health assessment counseling;
9. One (1) thirty minute legal/financial consultation, up to three (3) separate matters per contract year;
10. Employees or eligible family members shall be entitled to unlimited counseling sessions per contract year;
11. Case management (coordination of community resources, follow-up and case advocacy);
12. Referral to specialized services not offered by CFS, but required by an employee/eligible family member;
13. One two hour training session for supervisory personnel to sensitize them to the services of CFS and to instruct them on using the services;
14. Telephone consultation with EAP staff or CFS as necessary;
15. On-site consultation by CFS staff in those cases where CFS deems it necessary;
16. Priority for EAP appointments;
17. Annual Drug Free Workplace training – one to supervisors and one to employees;
18. Three additional workshops to be based on needs of the workforce;
19. Benefits talks (quarterly);
20. New employee orientation.

CFS can also provide, free of charge, a Critical Incident Stress Debriefing in response to a critical incident. A critical incident as defined by CFS is "a sudden, unanticipated incident or circumstance that produces a high degree of distress causing an immediate or delayed emotional reaction that surpasses the normal coping mechanism(s) in the individual(s) . . ." Such incidents include a suicide, homicide, accidental death, assault, fire, major worksite accident resulting in injury, hurricane, other disaster. Such debriefings can be provided to the members of the Lake Park community; however, the counseling sessions made available to Town employees through the EAP program cannot be provided to the general public. If as a result of a Critical Incident Stress Debriefing to members of the community it is determined that individual counseling is needed, CFS can make arrangement for such counseling directly with the individual.

Although the value of the agreement is within the authority of the Town Manager to approve, staff is seeking Commission approval of the resolution authorizing the Mayor to execute the agreement because the EAP program services are part of the Town's employee benefits package.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND  
DIRECTING THE MAYOR TO SIGN THE FISCAL YEAR 2005  
CENTER FOR FAMILY SERVICES OF PALM BEACH  
COUNTY, INC. EMPLOYEE ASSISTANCE PROGRAM  
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town provides to its full-time employees the services of the Employee Assistance Program as part of its employee benefits package; and

**WHEREAS**, the Center for Family Services of Palm Beach County, Inc. Employee Assistance Program Agreement is due for renewal for Fiscal Year 2005; and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the Town of Lake Park to execute the Fiscal Year 2005 Employee Assistance program Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE  
TOWN OF LAKE PARK:**

**Section 1.** The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Commission hereby authorizes and directs the Mayor to sign the Fiscal Year 2005 Center for Family Services, Inc. Employee Assistance Program Agreement, a copy of which agreement is attached hereto as Exhibit A and incorporated herein by reference.

**Section 3.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	_____	_____
VICE-MAYOR G. CHUCK BALIUS	_____	_____
COMMISSIONER PAUL GARRETSON	_____	_____
COMMISSIONER ED DALY	_____	_____
COMMISSIONER JEFF CAREY	_____	_____

The Mayor thereupon declared the foregoing Resolution No. \_\_\_\_\_ duly passed and adopted this 15<sup>th</sup> day of December, 2004.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
PAUL W. CASTRO  
MAYOR

ATTEST:

\_\_\_\_\_  
Stephanie Thomas  
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal  
sufficiency:

By: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY





LIFE ENRICHMENT  
EMPLOYEE ASSISTANCE PROGRAM

THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.  
EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 1st day of October 2004 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS" and TOWN OF LAKE PARK, referred to as "the company."

WHEREAS the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP), CFS agrees to be retained to provide services as called for in this agreement; therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

TERM OF AGREEMENT

- I. This Agreement shall be in full force and effect for the period beginning October 1, 2004 and ending September 30, 2005, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS;

A. CFS shall perform for the Company's employees and their eligible family members, the following EAP services:

1. Marital counseling;
2. Divorce adjustment counseling;
3. Job-related counseling;
4. Parent/child counseling;
5. Substance abuse assessment and counseling or referral;
6. Counseling related to the problems of older persons;
7. Counseling or referral related to physical or developmental disabilities;
8. Mental Health assessment and counseling;
9. **One (1) thirty minute legal / financial consultation, up to three (3) separate matters per contract year;**
10. **Employees or eligible family members shall be entitled to unlimited counseling sessions per contract year.**
11. Case management (coordination of community resources, follow-up and case advocacy);
12. Referral to specialized services not offered by CFS, but required by an

- employee/eligible family member;
13. One two hour training session for supervisory personnel to sensitize them to the services of CFS and to instruct them on using the services;
  14. Telephone consultation with EAP staff or CFS as necessary;
  15. On-site consultation by CFS staff in those cases where CFS deems it necessary;
  16. Priority for EAP appointments;
  17. Annual Drug Free Workplace training 1 to Supervisors and 1 to employees;
  18. Three additional workshops to be based in needs of the workforce;
  19. Benefit talks (quarterly)
  20. New Employee Orientation

### III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

### IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call designated CFS location for their area. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within five (5) working days. For those employees/eligible family members who CFS considers to have an emergency, CFS will grant an appointment within 24 hours of an initial call.

### V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

### VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., is treated in a confidential manner.

VIII. PAYMENT OF CFS:

The company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.05 per employee per month payable in advance at the beginning of each quarter according to the contract date. If the number of employees increases please notify The Center for Family Services billing department. Current contract based on 50 employees.

Supervisory training sessions, other than initial session provided shall be performed at a cost of \$125.00 per hour. In addition to those services performed pursuant to this Agreement, additional services, including employee seminars on variety of subjects, may be performed based upon a flat per-service amount mutually agreed upon in writing by the parties.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS's performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, with limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment,

social security and income tax laws, with respect to CFS's engagement by the Company under this Agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees/eligible family members may elect to convert to CFS' fee schedule without interruption of counseling sessions and shall be responsible for their own fees. Upon termination of an employee, the employee / eligible family member receiving services may also convert to CFS' fee schedule and shall be responsible for her/his own fees.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's spouse, an employee's unmarried children under the age of 19, and an employee's unmarried children under the age of 21 who are full-time students. "EAP" is the employee assistance program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered

mail or sent by prepaid telegram.

1. If to the Company in care of

Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
(561) 881-3300

2. If to CFS in care of

Dorla Leslie  
Executive Director  
The Center For Family Services  
471 Spencer Drive  
West Palm Beach, Florida 33409

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed, telegraphed or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post-judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written.

TOWN OF LAKE PARK

WITNESSES:

(1) \_\_\_\_\_

By: Paul W. Castro

(2) \_\_\_\_\_

Its Mayor  
"the Company"

Approved as to legal  
form and sufficiency

THE CENTER FOR FAMILY SERVICES OF  
PALM BEACH COUNTY, INC.

Town Attorney

(1) \_\_\_\_\_

By: Barbara Leake  
Executive Director

(2) \_\_\_\_\_

"CFS"

# TAB 6



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: December 15, 2004

Agenda Item No.

- ☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

- ☐ RESOLUTION  
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Interlocal Agreement

RECOMMENDED MOTION/ACTION: The Town Commission make a motion authorizing and directing the Mayor the execute the agreements between the Town of Lake Park and Palm Beach county for the storm water system at the Lake Park Marina

Approved by Town Manager

*[Signature]*

Date:

*12/2/04*

<b>Originating Department:</b>	Costs: \$153, 000 Funding Source: County Grant Acct. #	<b>Attachments:</b> Agreements
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

**Summary Explanation/Background:** Because of the redesign of the marina paving and drainage the Town will not be installing a storm water cleaning structure. The County has agreed to allocate the \$73,000.00 for this structure to be used for the cost of the storm water management system. Staff recommends the execution the termination Agreement for Project NO. 11, and execute Amendment NO.1 for the funds to be used for project NO.4 Storm Water Management System.

INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK  
AGREEMENT #R99-392D  
Stormwater Management System

AMENDMENT NO. 001

**GRANTEE**  
**TOWN OF LAKE PARK**  
**DEPARTMENT OF PUBLIC WORKS**  
**650 OLD DIXIE HWY.**  
**LAKE PARK, FLORIDA 33403**

THIS AGREEMENT, entered into on the 2<sup>nd</sup> day of March, 1999, is hereby revised as follows:

1. Section 2.D., Page 3 of 11, is revised to read in its entirety: **"Project"** shall mean the activities described as Project Summary, attached hereto and made a part hereof as Exhibit A.
2. Section 5, Page 4 of 11, is revised to read in its entirety: **Town's Representative/Monitoring Position.** The Town's representative/contract monitor during the term of this Agreement is identified below:  
  
Name: Paul E. Carlisle, Public Works Director  
Address: Town of Lake Park – Department of Public Works  
650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561)881-3345
3. Section 7, Page 4 of 11, is revised to read, in its entirety: **Responsibilities and Duties of the County.** The County agrees to pay the Town an amount not to exceed \$153,000 to be used for the limited purpose of construction of the Project provided the Town meets the minimum match requirement of \$153,000 as noted in Exhibit A. Activities eligible for the match requirement include pre-construction costs such as planning and design, engineering, and permitting costs incurred after March 2, 1999.
4. Section 8.A., Page 5 of 11, is revised to read in its entirety: The Town agrees to construct a Stormwater Management System and do all the work related to this project as more particularly described in Exhibit A;
5. Section 10, Page 6 of 11, is revised to read in its entirety, as follows: **Funding Source.** The County and Town agree that the sole funding source for this Agreement is grant money obtained by the County from the Florida Department of Environmental Protection (DEP) and shall not exceed a total amount of \$153,000. It is also understood that the County's performance and obligation to pay is contingent upon an annual appropriation to FDEP by the Legislature.

6. This amendment's approval is contingent upon DEP's execution of Amendment No. 5 to DEP Agreement No. SP505, which will revise the referenced project to transfer allocated but unspent grant funds in the amount of \$73,000 from Project No. 11 (Stormwater Retrofit Project, Interlocal Agreement No. R2000-0233), which will not be constructed, to Project No. 4 (Stormwater Management System, Interlocal Agreement No. R99-392D). This transfer is also contingent upon approval by the Governor's Office to extend the funding through the DEP Agreement No. SP505 amended expiration date of March 1, 2005. The County will not be liable for reimbursing any project eligible costs incurred by the Town after April 30, 2004, until these approvals are received.
7. All other terms and conditions of the Agreement shall remain unchanged.

TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Chair Date

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dorothy H. Wilken, Clerk Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Town's Attorney

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

By: \_\_\_\_\_  
Director, Department of  
Environmental Resources  
Management

**INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK  
AGREEMENT #R2000-0233  
Stormwater Retrofit Project**

**TERMINATION AGREEMENT**

**GRANTEE  
TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
650 OLD DIXIE HWY.  
LAKE PARK, FLORIDA 33403**

WHEREAS, the Town of Lake Park will not construct this Project 11 (Stormwater Retrofit Project); and

WHEREAS, the Town of Lake Park has redesigned and expanded Project 4 (Stormwater Management System) pursuant to Amendment No. 1 of Interlocal Agreement No. R99-392D; and

WHEREAS, the Town of Lake Park has requested a transfer of \$73,000 in grant funds from this Project 11 to Project 4;

NOW, THEREFORE, the parties hereto agree as follows:

1. THIS AGREEMENT, entered into on the 15<sup>th</sup> day of February 2000, is hereby terminated.
2. This termination is contingent upon DEP's execution of Amendment No. 5 to DEP Agreement No. SP505, which will revise Project 4 (Stormwater Management System R99-393D) to transfer allocated but unspent grant funds in the amount of \$73,000 from Project No. 11 (Stormwater Retrofit Project, Interlocal Agreement No. R2000-0233), to Project No. 4 (Stormwater Management System, Interlocal Agreement No. R99-392D). This transfer is also contingent upon approval by the Governor's Office to extend the funding through the DEP Agreement No. SP505 amended expiration date of March 1, 2005. The County will not be liable for reimbursing any project eligible costs incurred by the Town after April 30, 2004, until these approvals are received.

TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Chair Date

ATTEST:

By: \_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Town's Attorney

ATTEST:

By: \_\_\_\_\_  
Dorothy H. Wilken, Clerk Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

By: \_\_\_\_\_  
Director, Department of  
Environmental Resources  
Management

## EXHIBIT A

### PROJECT SUMMARY

#### Town of Lake Park

#### Stormwater Management System Project

DEP Agreement No. SP505 – Amendment No. 005

PBC Agreement No. R 99-392D

Grant Award: \$153,000 Minimum Match: \$153,000

#### Project Summary:

During 1998 the Town of Lake Park embarked on an initiative to revitalize the Town's waterfront. Included in the marina improvements portion of the revitalization is the replacement of the existing drainage system serving the marina and surrounding developed commercial lands with a state of the art storm water management system. The new system will be designed to capture and treat storm water prior to it being discharged to Lake Worth Lagoon. Previously, storm water runoff from the marina and surrounding area, which was constructed during the 1960s, received no treatment prior to discharge to surface water.

The Town has re-designed the drainage plan from the previous conceptual design. The new plan has dry retention areas that will improve water quality prior to discharge to the lagoon. In addition the Town has reduced the paved area and created a large pre-treatment area in the center of the marina peninsula, along with several small treatment areas throughout the marina.

Activity/Task	Estimated Completion Date	Estimated Grant Amount	Estimated Match	Estimated Total Cost
Clearing and Grubbing	May 2004		3,000	3,000
Construction -Excavation	June 2004		105,000	105,000
Construction	July – April 2005	153,000	388,000	541,000
Follow-up	April 2005		5,000	5,000
TOTALS		153,000	501,000	654,000

#### Expected Benefits:

- Improve quality of the stormwater runoff before it enters Lake Worth Lagoon;
- Improve drainage and provide general enhancement for the Town of Lake Park's waterfront revitalization effort.

#### Measurement of Benefits:

Grantee shall be responsible for demonstrating the projects benefit(s) and the estimated pollutant load reduction to the Lake Worth Lagoon, or one of its tributaries, using the following method:

##### Method 1

Grantee shall submit a report on the pollutant loading reduction estimate, which includes the following information, with the final project report:

- ▶ drainage area of the project;



## EXHIBIT A

- ▶ annual average rainfall/number of events per year;
- ▶ pollutant loading estimates based on land use for pollutant parameters of concern (include documentation and source of pollutant loading estimates information);
- ▶ treatment efficiency of the constructed stormwater BMP for the pollutant parameters of concern (include documentation and source of treatment efficiency information);
- ▶ pollutant loading reduction calculations in pounds per year for each parameter of concern on a pre vs. post basis; and
- ▶ narrative summarizing the methodology used to determine pollutant load reductions with conclusions regarding the projects benefit(s) to the Lake Worth Lagoon.

### Source of Matching Funds:

- Town of Lake Park Funding



# TAB 7

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: 12/15/04

Agenda Item No. \_\_\_\_\_

- ☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☐ RESOLUTION

☒ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other: \_\_\_\_\_

**SUBJECT:** Community Redevelopment Agency ("CRA") Emergency Bridge Loan Program Application Form

**RECOMMENDED MOTION/ACTION:** Approval of CRA Emergency Bridge Loan Application Form

Approved by Town Manager \_\_\_\_\_

Date: 12/8/04

<b>Originating Department:</b> Administrative Services	Costs: \$ _____ Funding Source: _____ Acct. # _____	<b>Attachments:</b> Copy of Application for CRA Emergency Bridge Loan Program
<b>Department Review:</b> <input checked="" type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>ST</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> : Please initial one.

**Summary Explanation/Background:**

At its October 18, 2004 meeting, the CRA Board directed staff to develop an emergency bridge loan program to provide for short-term emergency loan assistance to businesses located in the Lake Park CRA Area. At its November 12, 2004 Special Call Meeting, the CRA Board approved the application form developed by staff for the CRA Emergency Bridge Loan Program. Staff is hereby seeking approval from the full Commission of such application form.

**TOWN OF LAKE PARK**

**COMMUNITY REDEVELOPMENT AGENCY**

**APPLICATION FOR EMERGENCY BRIDGE LOAN PROGRAM**

*NOTE: The Community Redevelopment Agency ("CRA") bridge loan program is established to provide emergency disaster assistance to businesses located in the Lake Park CRA District. This program will be activated for thirty (30) days following a federal disaster declaration. Applicant Business must have submitted an Application for governmental disaster assistance and must have maintained a payroll of no less than five (5) full time employees for the previous twelve (12) month period in order to be eligible to apply.*

**I. APPLICANT BUSINESS**

- A. Legal Name of Business: \_\_\_\_\_
- B. Fictitious or Trade Name (if other than above): \_\_\_\_\_
- C. Business Address: \_\_\_\_\_
- D. Location of Damaged Business Property (if other than above)<sup>1</sup>: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- E. Telephone No. \_\_\_\_\_ FAX No.: \_\_\_\_\_
- F. Email Address: \_\_\_\_\_
- G. Date the Business Was Legally Established: \_\_\_\_\_ State: \_\_\_\_\_
- H. Legal Form of Business (Please Check One Box): \_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Corporation \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Partnership
- I. Name of Principal Officer/Owner: \_\_\_\_\_
- J. Contact Person for This Application: \_\_\_\_\_
- K. Telephone No. (if different from above): \_\_\_\_\_
- L. Nature of Business (please list products/services provided and type of occupational license issued by the Town of Lake Park): \_\_\_\_\_  
\_\_\_\_\_
- M. Number of Full Time Employees: \_\_\_\_\_

<sup>1</sup> Please attach additional sheets if more space is needed.

- N. Federal Employer Identification Number: \_\_\_\_\_
- O. Palm Beach County Occupational License Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_
- P. Lake Park Occupational License Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_
- Q. D-U-N-S Number<sup>2</sup>: \_\_\_\_\_

**II. IF BUSINESS REAL PROPERTY IS OWNED, PLEASE PROVIDE THE FOLLOWING INFORMATION**

- A. Name of Owner: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**III. IF BUSINESS REAL PROPERTY IS LEASED, PLEASE PROVIDE THE FOLLOWING INFORMATION**

- A. Name of Lessor: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**IV. CREDIT AND FINANCIAL INFORMATION**

- A. Name of Bank or Principal Financial Institution: \_\_\_\_\_  
\_\_\_\_\_
- Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
- Type of Account: \_\_\_\_\_

<sup>2</sup> The D-U-N-S number is the nine digit Data Universal Numbering System number which is assigned by Dun & Bradstreet to business entities such as sole proprietorships, corporations, limited liability companies, partnerships and self-employed individuals who are engaged in a specific business activity.

B. List three (3) commercial credit references for Applicant Business:

(1) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Type of Account: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Type of Account: \_\_\_\_\_

(3) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Type of Account: \_\_\_\_\_

C. Has Applicant Business or its principals/owner ever been involved in bankruptcy or insolvency proceedings? Please check one: ☐ Yes ☐ No

If "yes", please provide date(s), type(s) of bankruptcy, case number(s), name of court(s), and final disposition of bankruptcy(ies): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. STATEMENT OF PLANNED USE OF LOAN PROCEEDS<sup>3</sup>

\_\_\_\_\_  
\_\_\_\_\_  
*(Loan proceeds may only be used to cover payroll or make repairs to physical damage caused by the disaster.)*

*All repairs must comply with all permitting, zoning and other Code requirements as set forth in the Code of Ordinances of the Town of Lake Park. For further information, please contact the Lake Park Department of Community Development at 561-881-3318.*

A. Amount of Loan Request: \_\_\_\_\_  
*(This is a no interest bridge loan program to provide short-term disaster loan assistance for for-profit businesses. The maximum loan amount available through this program is \$5,000.00 for a maximum term of six months following approval of Application by the Lake Park CRA Board.)*

B. List all assets to be pledged as collateral:

1. For machinery and/or equipment, attach to this Application an itemized list that contains identification numbers for all appropriate items.
2. For real property, attach to this Application a legal description of the property

Collateral lists must also contain the year the asset(s) was acquired, original cost, present market value, current balance owed, and name of all lienholders.

C. Source of repayment to which Application has been submitted (please specify U.S. Small Business Administration, Palm Beach County Small Business Emergency Loan program, or other governmental source of disaster assistance):  
\_\_\_\_\_  
\_\_\_\_\_

VI. REQUIRED DOCUMENTATION

Please include with this Application at the time of submittal the following documentation:

- \_\_\_\_\_ Copy of completed application for governmental disaster assistance (e.g., U.S. Small Business Administration Disaster Assistance, Palm Beach County Small Business Emergency Bridge Loan Assistance, etc.) as submitted
- \_\_\_\_\_ Copy of current Certificate of Status from the Florida Department of State (if Applicant is a corporation, limited liability company, or partnership)

<sup>3</sup> Please attach additional sheets if more space is needed.



- \_\_\_\_\_ Copy of **current** Certificate of Status of Fictitious Name Registration from the Florida Department of State (if Applicant is a sole proprietorship)
- \_\_\_\_\_ A current Statement of Good Standing from the Internal Revenue Service **OR** copies of federal income tax returns **as submitted to the Internal Revenue Service** for the two (2) most previous tax years, including all schedules for Applicant Business and all affiliates
- \_\_\_\_\_ Copy of Applicant's current financial statements (prepared within 90 days of submittal of this Application)
- \_\_\_\_\_ Copies of bank statements for Applicant Business for the past six (6) months
- \_\_\_\_\_ List of all outstanding debts, notes and mortgages
- \_\_\_\_\_ Copies of all UCC financing statements
- \_\_\_\_\_ Copy of current Palm Beach County Occupational License
- \_\_\_\_\_ Copy of current Town of Lake Park Occupational License

**At the time of Application for this program, Applicant Business must not have any unpaid indebtedness to the Town of Lake Park or any unresolved Code violations.**

The undersigned, by signature on this document, verifies that the information contained in this Application is true and complete, that he/she has the authority to apply for this loan, and that he/she has applied for governmental assistance as specified in this Application and shall repay this loan using proceeds from such governmental assistance. The undersigned understands that the Town of Lake Park in its administration of this loan program may investigate the background and credit of the Applicant for purposes limited to this Application only, and hereby authorizes and consents to such investigation.

**LEGAL NAME OF APPLICANT BUSINESS:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name Title

**THE COMPLETED AND SIGNED APPLICATION FORM AND REQUIRED DOCUMENTATION MUST BE SUBMITTED EITHER IN PERSON OR BY MAIL OR EXPRESS DELIVERY TO:**

**TOWN MANAGER  
TOWN OF LAKE PARK  
LAKE PARK TOWN HALL  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403**

**NO APPLICATIONS WILL BE ACCEPTED BY FAX.**

**SUBMITTAL DEADLINE:** (This deadline will occur thirty days following a federal disaster declaration.)

THOMAS J. BAIRD, P.A.

11891 U.S. Highway One, Suite 105  
North Palm Beach, FL 33408  
Telephone: (561) 625-4400  
Facsimile: (561) 625-0610  
tbaird@tjbairdlaw.com

*Tf. P. b*

*Copy*

*L*

December 01, 2004

Paul Carlisle, Interim Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

In Reference To: Town of Lake v. Carl David Appelbaum

Professional services

	<u>Hours</u>	<u>Amount</u>
11/5/2004 TJB Receipt and review of Order granting Plaintiff's Motion for Judgment on the Pleadings; draft memo to Commission regarding Order.	0.50	75.00
11/10/2004 TJB Review and revise letter to Mayor and Town Commission regarding dismissal of Count I of Applebaum's Counterclaim.	0.50	75.00
11/22/2004 TJB Telephone conference with Attorney McDuff regarding Appelbaum's settlement proposal.	0.10	15.00
	<u>1.10</u>	<u>\$165.00</u>
For professional services rendered		<u>\$105.00</u>
Previous balance		
11/15/2004 Payment - thank you		(\$105.00)
Balance due		<u><u>\$165.00</u></u>

*12/9/04*

*Of submitted to Finance on 12/9/04.*